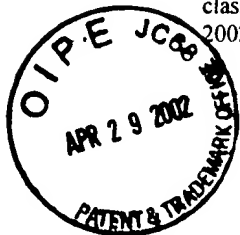


Attorney Docket No: AVMX-012/01US

PATENT

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on April 16, 2002.



By:

Hanna Hacham 4-16-02
Hanna Hacham

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of MELIKIAN-BADALIAN, Anita

Serial No.: 09/976,929

Examiner:

Confirmation No.: 2050

Art Unit: 1614

Filed: October 11, 2001

For: **ARYL-INDANE COMPOUNDS**

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Commissioner for Patents and Trademarks
Washington, D.C. 20231

TRANSMITTAL OF POWER BY ASSIGNEE AND STATEMENT
UNDER 37 C.F.R. §3.73(b)

Enclosed is a Power by Assignee and Statement under 37 C.F.R. §3.73(b) with a copy of the assignment for the above-identified Provisional application.

The Commissioner is hereby authorized to charge any appropriate fees under 37 C.F.R. §§1.16, 1.17, and 1.21 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 03-3117.

Dated:

April 16, 2002

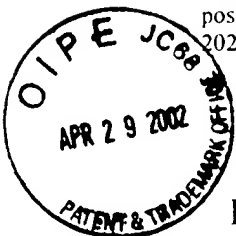
Cooley Godward LLP
ATTN: Patent Group
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155
Tel: (650) 843-5000
Fax: (650) 857-0663
AKR\hh

Respectfully submitted,
COOLEY GODWARD LLP

By:

Anie K. Roche
Anie K. Roche, Ph.D.
Reg. No. 50,512

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**POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

[X] An assignment document, a copy of which is enclosed herewith;

☐ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel ___, Frame ___.

Please direct all telephone calls and correspondence to:

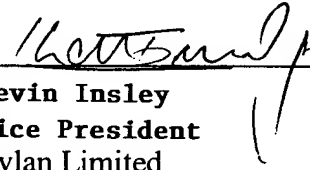
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Palo Alto, CA 94306-2155
Tel: (650) 843-5000
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CUSTOMER NUMBER: **23419**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: APRIL 2, 2002

Signature: 

Name: **Kevin Insley**
Title: **Vice President**
Company: **Avlan Limited**
102 St. James Court
Flatts, Smiths FL04
Bermuda

ASSIGNMENT

COPY

Whereas,

Anita Melikian-Badalian residing at 4150 – 17th Street, #25, San Francisco, CA 94114; (hereinafter referred to as “Inventor”) has made an invention relating to certain new and useful improvements in:

ARYL-INDANE COMPOUNDS

and executed therefor an Application for Letters Patent of the United States bearing Serial No.09/976,929, filed on October 11, 2001, and further identified as Attorney Docket No. AVMX-012/01US.

Whereas, Avlan Limited (hereinafter “Assignee”), a corporation of Bermuda, and having a principal place of business at 102 St. James Court, Flatts, Smiths FL04, Bermuda, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee’s legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

The terms “Application” and “Application for Letters Patent” as used herein include both provisional and non-provisional applications.

Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any

act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

Date: 2/20/02

By:


Anita Menkian-Badalian